

The FCC has jurisdiction over any matter that affects a consumer's access to a dial tone. Although there is an expectation that providers will be able to protect their proprietary information, non-compete contracts are not necessary to secure this protection and thus do not override the need to consistently provide immediate access to a dial tone. There is little expectation that a provider's full-time interpreter would be seeking work beyond the 40-hour week at a competing VRS provider's center. Thus, in the case of a full-time staff interpreter, a non-compete contract would have little to no effect on all providers' combined ability to provide quick access. However, a private proactive interpreter who works for a provider on an as-needed basis could easily be available at a time when that provider has all the stations occupied, but a

competing provider's center in the same city has an open station and is looking for coverage. All RID certified interpreters, no matter their type of employment, are bound by the Registry of Interpreters for the Deaf code of ethics (*conduct*) and, further, those who work in VRS environments are bound by FCC confidentiality requirements. VRS providers generally require all who work in their center to sign confidentiality agreements, protecting not only caller content but also proprietary information. Interpreters are used to observing very stringent confidentiality guidelines due to the small size and cohesiveness of the Deaf community. It has become an industry standard that long-predates VRS and even TRS. Even seemingly innocuous information about an interpreting assignment such as location and type of

assignment can reveal who the participants are. Interpreters who are in private practice frequently work for competitors without revealing information. If a deaf person who works at UPS has a meeting and another deaf consumer who works at Federal Express has an afternoon meeting, no one questions it when the same person interprets both meetings. Proprietary information is likely discussed at both meetings but never revealed. This level of confidentiality gives consumers the confidence to make use of all qualified interpreters in the area who are available to work on any given day. Anything else limits access to the already—short supply of sign language interpreters. If providers are permitted to require non-compete contracts from anyone who is not a current full-time staff member, the interpreter shortage

would be further exacerbated. Thus, non-compete contracts, if there are to be used by VRS providers at all, should be limited to full-time staff members of the company.

Any extension of the non-compete contracts to private practice interpreters or former employees limits access to the pool of local interpreters and thus, the dial tone itself.